

ES PRINT SOLUTIONS – DISCLAIMER

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English law

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General

If there is any conflict between these terms and specific terms appearing elsewhere in ES Print Solutions general terms and conditions, then the latter shall prevail. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable. These terms shall be governed by and interpreted in accordance with the laws of England and Wales, European Law, and the laws and governance and statutes of the United States, Australia, South Africa and China (China limited by domain and province).

Data Protection

Each Party (The Contractor) warrants and undertakes that it (and its sub-contractors and agents if any) shall duly observe its obligations under the Data Protection Act 1998 ("DPA") and any superseding or amending legislation and all other current data protection legislation which is relevant to performance of its obligations under this Agreement. For the purposes of this the terms 'processing', 'personal data', 'data controller' and 'data processor' shall bear the same meanings as set out in the DPA. Any reference to the Customer Personal Data (as defined below) shall include any part thereof. ES Print Solutions Ltd acknowledges that it may process data from time to time which may relate to the Customer (including its personnel), and users and/or other third parties in the course of performing its obligations under this Agreement and providing the Services ("Customer Personal Data"). ES Print Solutions Ltd acknowledge that the Customer shall be the data controller and ES Print Solutions Ltd and its sub contractors shall be the data processor in respect of the processing of the Customer Data. This obligation requires: that Customer Personal Data shall only be used to fulfil ES Print Solutions Ltd's (and/or ES Print Solutions Limited's sub-contractors' and agents') obligations under this Agreement and shall be processed only in accordance with this Agreement or as otherwise instructed by the Customer and ES Print Solutions Ltd shall not disclose the Customer Personal Data to any unauthorised party whatsoever. For the avoidance of doubt, ES Print Solutions Ltd and its contractors, shall not use the Customer Data for any commercial or marketing purposes whatsoever; that ES Print Solutions Ltd (and ES Print Solutions Ltd's sub-contractors and/or agents, if any) keep the Customer Personal Data secure at all times and shall take such technical and organisational security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to the Customer Personal Data as may be required to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the Customer Personal Data to be protected; that the Customer Personal Data shall only be disclosed to those personnel, sub-contractors and agents that are reasonably required to have access to the Customer Personal Data pursuant to their respective obligations under this Agreement provided that ES Print Solutions Ltd shall appraise any such personnel, sub-contractor or agent of the terms of clause 6 (DPA) and ES Print Solutions Ltd shall be responsible for ensuring that any such employee, sub-contractor or agent complies with all relevant obligations contained in clause 6 (DPA) and all current data protection legislation; that ES Print Solutions Ltd shall not (and shall ensure that ES Print Solutions Ltd's sub-contractors and agents shall not) process the Customer Personal Data outside the European Economic Area without the express prior written consent of the Customer, and where the Customer consents to such processing to comply with any reasonable instructions notified by the Customer to ES Print Solutions Ltd including (without limitation and where the Customer requires) entering into (or procuring that its sub-contractors or agents enter into) such contractual provisions as the Customer may reasonably request so as to satisfy the Eighth Data Protection Principle as set out in the DPA; and that ES Print Solutions Ltd shall not (and shall procure that no sub-contractor or agent shall not) retain the Customer Personal Data or any copies or records thereof for longer than is reasonably necessary to perform ES Print Solutions Ltd obligations under this Agreement and shall if so required return the Customer Personal Data to the Customer upon termination or expiry of this Agreement. ES Print Solutions Ltd agree to provide (and shall procure that ES Print Solutions Ltd's sub-contractors or agents provide) the Customer with all reasonable cooperation and assistance in relation to any complaint or request received in relation to the Customer Personal Data, including (without limitation) notifying the Customer as soon as possible of any complaint or query received by ES Print Solutions Ltd relating to the Customer Personal Data

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